

AGREEMENT

Superintendent's Contract For McCracken County School District Commonwealth of Kentucky

This is a contract of employment entered into this the 5th day of May, 2017, between the Board of Education for McCracken County, Kentucky ("Board") and Brian L. Harper ("Superintendent"). This Agreement establishes the mutual and respective responsibilities, terms and conditions under which the Superintendent will serve the Board as Superintendent of the McCracken County School District.

The parties agree:

1. **Term**

The term of the Agreement shall be for four (4) years, beginning on the 1st day of July, 2017 and expiring on the 30th day of June, 2021.

2. **Professional Certification and Responsibilities of Superintendent**

a. Certification – The Superintendent shall at all times under the terms of this Agreement hold up-to-date and valid certification for the position of superintendent and shall timely meet any requirements for assessment or training as required by the laws of the Commonwealth.

b. Duties – The Superintendent shall be the executive agent of the Board and shall have the primary responsibility for carrying out Board policy in the District. The Board retains the primary responsibility for formulating and adopting District policy as required and permitted by law. The Superintendent shall devote his entire time to the discharge of his duties as set out in law, regulation, and District policy.

c. Work Schedule – The Superintendent shall adopt regular working hours in line with District policy and shall not take leave or non-contract days of greater than four (4) consecutive days without Board approval.

d. Outside Activities – The Superintendent may, with consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the Superintendent's duties to the District and are of short term.

3. **Compensation**

a. Salary – The Board shall pay the Superintendent an annual salary for the term of the Agreement as follows:

i. For the year from July 1, 2017 through June 30, 2018, the amount of \$138,000.00;

ii. In the sole discretion of the Board and pursuant to paragraph 3.b., below, the salary for the second year from July 1, 2018 through June 30, 2019, may increase to \$141,500.00;

iii. In the sole discretion of the Board and pursuant to paragraph 3.b., below, the salary for the remaining two years from July 1, 2019 through June 30, 2021, may increase to \$145,000.00;

iv. Said annual salaries will not be affected by the annual increase in salary received by other certified employees.

b. Goals – The Board shall meet with the Superintendent during the month of July of 2017 to set goals for the 2017-2018 fiscal year. The Board will also meet with the Superintendent in the month of June annually thereafter to set goals for the

next fiscal year. The salary increases set out in paragraph 3.a, above, shall be dependent upon whether the Board, in its sole discretion, determines the Superintendent has sufficiently met the goals set by the Board for the preceding fiscal year.

4. **Evaluation of the Superintendent**

Pursuant to KRS 156.557 and Board Policy 02.14, the Superintendent shall be evaluated by the Board no less than once per year.

5. **Benefits**

a. Contract Days – It is understood and agreed that each school year from July 1st to June 30th, during the term of this Agreement shall consist of two hundred forty-one (241) contract days which are calculated by subtracting twenty (20) non-contract days and weekends from the three hundred sixty-five (365) day year. The following paid legal holidays are included in the two hundred forty-one (241) contract days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after, Christmas Eve, Christmas Day, and New Year's Eve. The Superintendent may elect to take non-contract days at any time provided, however, that should he elect to take five (5) or more days in a row, the time for taking said days shall be subject to Board approval. Non-contract days taken by the Superintendent shall be noted in the minutes of the next regularly scheduled Board meeting after said days are taken.

It is understood that the Superintendent's non-contract days shall not be accumulated and used in any successive year.

b. Sick Days, Personal Days, and Emergency Days – The Superintendent shall receive Sick, Personal, and Emergency Days on the same basis as

other certified employees of the District. The policies for certified personnel regarding sick days, personal days, and emergency days shall be applicable to the Superintendent.

Pursuant to KRS 161.155(4), any accumulated sick leave days previously credited to the Superintendent shall remain so credited upon his employment under this contract, any future extensions of this contract, or any future contract.

c. Health Benefits – The Superintendent shall receive health insurance and other benefits on the same basis as other certified employees of the District.

d. Expenses – The Board shall pay or reimburse the Superintendent for reasonable expenses incurred in the performance of the duties of the Superintendent. Payment for expenses shall require Board approval and shall be consistent with District policy providing for payment of employee expenses.

e. Professional and Civic Dues – The Board shall pay for reasonable professional and civic membership dues for the Superintendent, which may include but are not limited to the following memberships: Kentucky Association of School Superintendents (KASS), Kentucky Association of School Administrators (KASA), Rotary Club of Paducah, and Paducah Chamber of Commerce.

f. Automobile – The Board shall provide the Superintendent with the use of a District owned automobile, of the Board's choice, to be used solely for the purposes associated with the Superintendent's job duties. The Board shall provide liability insurance for the automobile in addition to providing maintenance and service on the vehicle and supplying gasoline and other necessary items related to the operation of the vehicle.

g. Retirement Program – The Superintendent shall participate in and be a member of the Kentucky Teacher Retirement System.

6. **Termination of Employment Agreement**


Reasons for Termination – This Agreement shall terminate at the conclusion of the term set out within and may be terminated before that date by:

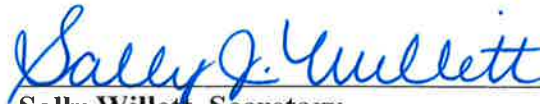
- a. Mutual agreement of the parties;
- b. Death, disability or retirement of the Superintendent; or
- c. Discharge of the Superintendent for cause as permitted by law.


7. **Savings Clause**

If, during the term of this Agreement, a clause or any portion of the Agreement is found illegal under federal or state law, the remaining portions of the Agreement shall remain in full force and effect to the extent they are unaffected by the ruling of illegality.

Witness the hands of the parties on the date first above written.


Kelly Walker, Chairman
Board of Education for McCracken
County, Kentucky


Sally Willett, Secretary
Board of Education for McCracken
County, Kentucky



Brian L. Harper, Superintendent